

ADDENDUM OF UNDERSTANDINGS

Transferor executes the instant Share Transfer Form subject to the following Understandings:

1. This Share Transfer Form is being executed pursuant to an express order of judgment of the U.S. District Court for the Southern District of New York in the *Chevron Corp. v. Donziger* "civil RICO" case, Case No. 1:11-cv-0691 (Dkt. 1875) (Kaplan, J.), and furthermore upon the specific threat of imposition of "contempt of court" sanctions if Transferor fails to execute this Form.
2. Chevron Corp. has previously represented to Transferor that the AMAZONIA RECOVERY LIMITED entity has been "plac[ed]" into liquidation" in Gibraltar after the entity "failed to participate in the Gibraltar" and subsequently "failed to pay" a default judgment entered by the Gibraltar court against it.
3. Transferor acknowledges that this Form is being executed notwithstanding the terms and restrictions of paragraphs 37-38 of the Articles of Association of AMAZONIA RECOVERY LIMITED, which provide, inter alia, that "No transfer of any Shares shall be made or registered without the prior written consent of a majority of the Directors (each acting in his or her absolute discretion)" and that "Any purported transfer in violation of these Articles shall be null and void."
4. Transferor continues to take the position, which has been communicated in writing to Chevron Corp. and to the U.S. District Court, that the AMAZONIA RECOVERY LIMITED entity is null and void for several reasons, including the fact that it has been taken over and is now being manipulated by an adverse party to serve purposes (frustration of prompt relief to the affected peoples of Ecuador) that are wholly contrary and opposite to the entity's fundamental purposes as expressed in its Memorandum of Association and other foundational documents.

Executed as an Addendum to the deed on May 9, 2018
by the Transferor
acting by Steven R. Donziger

BEFORE ME

NOTARY PUBLIC

MARK B. LINDE
Notary Public, State of New York
No. 0116121090
Qualified in Westchester County
Commission Expires Jan. 10, 2024

05/09/18

SHARE TRANSFER FORM

We: Donziger & Associates, PLLC of 245 West 104th Street, Suite 7D, New York, New York 10025, UNITED STATES (hereinafter called 'the Transferor')

Do hereby with this Form and accompanying Addendum of Understandings
TRANSFER to:

[Chevron Designee] of [] (hereinafter called 'the Transferee'):

63,000 fully paid up Class B1 Participation Shares of US\$0.001 each in the undertaking called:

AMAZONIA RECOVERY LIMITED (incorporation number 107788)

We the Transferee DO HEREBY agree to take the said shares.

IN WITNESS whereof the parties hereto have executed separate counterparts of this Share Transfer as a deed as follows

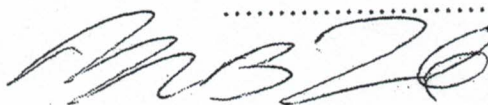
Executed as a deed on May 9, 2018
by the Transferor
acting by Steven R. Donziger



BEFORE ME

NOTARY PUBLIC

Executed as a deed on May 9, 2018
by the Transferee
acting by [two directors]
[a director and its secretary]



BEFORE ME

NOTARY PUBLIC

MARK B. LINDE
Notary Public, State of New York
No. 0116121060
Qualified in Westchester County
Certificate filed in New York County
Commission Expires Jan 10, 2021

Randy Mastro Esq
Gibson Dunn
200 Park Avenue
#47 floor
New York, NY

STEVEN R. DONZIGER, Esq.
245 West 104th Street, Suite 7D
New York, New York 10025

ps
Received
May 10, 2018
17:13
Deliver To
(Day / Room)
NW348047
D'Alaino, Phyl., (+1 212.351.3940)
(Rajco, Randy (+1 212.351.3825))
Sender
STEVEN DON...



August 22, 2018

VIA EMAIL

Mr. Randy Mastro
Gibson Dunn & Crutcher
200 Park Avenue
New York, New York 10166

RE: *Chevron v. Donziger*, Case No. 11 Civ. 691 (LAK)

Mr. Mastro:

I attach forthwith via email two executed transfer agreements related to my contingent interest in the Ecuador judgment that I sign under order from the district court and under threat of contempt. Notarized versions and originals will be provided as soon as practicable given my location and family obligations, but no later than September 4, 2018.

I also wish to make the following points about my First Amendment-protected view of the transfer agreements:

- I sign each of these agreements under duress and under threat of contempt of court based on a RICO judgment that is contradicted by the findings of four layers of courts in Ecuador and 17 appellate judges in that country. Ecuador is the venue in which your client, Chevron, insisted this matter be resolved and where it had accepted jurisdiction.
- My client in Ecuador, the Amazon Defense Coalition ("FDA"), prevents any equity-holder in the Ecuador judgment issued against your client to transfer any interest in the judgment without the permission of the organization. The FDA has ordered me not to transfer any interest (apart from shares in Amazonia, which the FDA considers a defunct organization) to Chevron under the current coercive circumstances or in any way that might enrich Chevron. The FDA also considers any share transfer by me or any other equity-holder to Chevron to be null and void from a legal standpoint, with said interests reverting to the FDA.
- My view is that the RICO judgment on which the court's recent order is based is the product of false witness testimony from Alberto Guerra resulting from a bribe paid to him by your client with the cooperation and planning of yourself and others at Gibson Dunn & Crutcher. As you are aware, you and several of your colleagues in the Gibson Dunn firm are the subject of a criminal referral letter to the U.S. Department of Justice for this abhorrent, shocking, and I believe illegal behavior. As a result of the false witness testimony and for

other reasons, I personally consider the RICO judgment to be the product of your law firm's fraud, although as a U.S. lawyer and resident of New York I am required to abide by its terms. I reiterate that I do so under duress.

- The RICO findings are not the last word on enforcement of the Ecuador judgment and on enforcement of contracts the FDA has with its equity-holders. As indicated, the Ecuador judgment against your client is backed by voluminous scientific evidence and has been affirmed unanimously by three appellate courts in your client's preferred forum of Ecuador. Factual findings of "bribery" and "ghostwriting" are contradicted by evidence and by findings of courts in other jurisdictions. Further, courts in Canada and an international arbitration proceeding are currently reviewing the facts that formed the basis of RICO findings in the context of independent proceedings, with likely results inconsistent with the RICO findings.

As a result of these reasons and others, I reserve the right to challenge any of these coercively executed transfer agreements in the context of other legal proceedings relating to the Ecuador judgment. I also maintain my rights relative to you personally, that of your law firm, that of Mr. Guerra, and that of your client Chevron and the individuals in that corporation who participated in producing the false evidence in the RICO matter designed to taint my reputation and frame me with false accusations of wrongdoing.

That said, I hereby transfer clean copies of both transfer documents consistent with the order of the district court. Again, notarized versions and originals will be provided as soon as practicable, but no later than September 4, 2018.

Sincerely,

/ s /

Steven R. Donziger

SHARE TRANSFER FORM

We: Donziger & Associates, PLLC of 245 West 104th Street, Suite 7D, New York, New York 10025, UNITED STATES (hereinafter called 'the Transferor')

DO HEREBY transfer to:

Chevron Corporation (hereinafter called 'the Transferee'):

63,000 fully paid up Class B1 Participation Shares of US\$0.001 each in the undertaking called:

AMAZONIA RECOVERY LIMITED (incorporation number 107788)

We the Transferee DO HEREBY agree to take the said shares.

IN WITNESS whereof the parties hereto have executed this Share Transfer Form as a deed as follows

Executed as a deed on __ June 2018

by the Transferor

acting by its authorized representative Steven R. Donziger

BEFORE ME

NOTARY PUBLIC

Executed as a deed on __ June 2018

by the Transferee

acting by its authorized representative

BEFORE ME

NOTARY PUBLIC


This **TRANSFER AND ASSIGNMENT** (this "**Agreement**") is made effective as of August 14, 2018 by and among Steven Donziger, The Law Offices of Steven R. Donziger, and Donziger & Associates, PLLC also known as Donziger Associates, PLLC (collectively "**Assignor**"), on the one hand, and Chevron Corporation ("**Assignee**"), on the other hand (**Assignor** and **Assignee** collectively referred to as the "**Parties**").

IT IS HEREBY AGREED, between and among the **Parties**, as follows:

1. **Assignment.** **Assignor** (including each person and entity included within that collective term) does hereby irrevocably assign, set over, and transfer to **Assignee** all right, title, and interest **Assignor** has, directly or indirectly, to any contingent fee under that certain Retainer Agreement, dated as of January 5, 2011, between and among (a) each of the individual plaintiffs in Lawsuit No. 2003-2002, entitled *Maria Aguinda y Otros v. Chevron Corporation*, in the Sucumbios Provincial Court of Justice of the Republic of Ecuador (including all appeals or subsequent proceedings with respect to any judgment, order or decree), (b) El Frente de Defensa de la Amazonia also known as the Amazon Defense Front, the ADF, and the FDA, (c) Asamblea de Afectados Por Texaco, and (d) Donziger Associates, PLLC (the "**Retainer Agreement**"), together with its successors and assigns and all successors to and predecessors of the **Retainer Agreement**, and **Assignee** hereby accepts such assignment.

2. **Counterparts.** This **Agreement** may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same document.

IN WITNESS WHEREOF, the **Parties** have executed this Transfer and Assignment as of August 14, 2018.



Steven Donziger
in his individual capacity and in his capacities
as authorized representative of The Law Offices
of Steven R. Donziger and Donziger
Associates PLLC

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of August 2018, before me, the undersigned notary public, personally appeared Steven Donziger, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his individual capacity and as his capacities as authorized representative of The Law Offices of Steven R. Donziger and Donziger Associates PLLC, and by